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## ADOPTION AGREEMENT AND RELEASE Home to Home Adoption

This ADOPTION AGREEMENT AND RELEASE, is dated \_\_\_\_\_, by and among \_\_\_\_\_, (“Adopter”, whether one or more”), WinterPaws Arctic Breed Rescue, A Missouri Nonprofit Corporation (“WinterPaws”) and \_\_\_\_\_ (“Owner,” whether one ore more) and is made primarily for the welfare of the dog and also for the benefit and protection of WinterPaws, Owner and Adopter.

The dog that is subject to this Agreement is further described as:

Name of Dog	Breed
Owner ID Number	Microchip Number
Age	Color
Neutered/Spayed _____ Gender _____	

AKC or other registration number(s) \_\_\_\_\_

In consideration of receiving the above-described dog (hereinafter referred to as the “Dog”) from Owner, Adopter hereby agrees to the following terms and conditions:

**1. Housing and Care of Dog.** Adopter will keep the Dog as an indoor house pet and companion animal only. The Dog is not permitted to live in a dark, dirty or run-down garage, unkept doghouse or any other outbuilding that is not protected from severe cold and heat. Adopter will always keep the Dog in a fenced yard or secure area when outside. Adopter agrees to provide access to fresh water, appropriate food, exercise, shade and shelter always. Adopter agrees that the Dog will NEVER be chained up nor allowed to run loose outside a non-fenced yard without supervision. Adopter agrees not to crate the Dog for more than five (5) hours per day without human attention and bathroom breaks.

At all times the Dog shall be treated in a humane manner. The dog shall not be abused or neglected in any way. The Dog may not be used for animal research, fighting, fight training, baiting or related activities whether or not legal or illegal in the state of residence.

**2. Health and Temperament of Pet.**

**Health of Dog.**

(a) Except as set forth below, the Dog is in good medical health, has no known health problems, and does not require any prescription or non prescription medicine for maintenance of its health.

List exceptions and medications here:

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(b) The Dog  has or  has not received at least annual veterinary care from a licensed veterinarian. List name and address of Veterinarian:

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**Behavior and Temperament of Dog.** Except as listed below, the Dog has exhibited no behavioral tendencies (e.g.; aggression toward other domestic animals or humans, biting, fear of humans, etc.) that might require cautionary measures be taken by those charged with the Dog’s care.

List exceptions here: \_\_\_\_\_

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All traits, whether in character or physically, commonly considered as “negative” have been fully disclosed to Adopter. \_\_\_\_\_ (Parties’ Initials)

Adopter understands that no one can predict how a pet will react in a new situation. Therefore, Adopter will exercise prudence and caution in introducing this Dog into the new situation until the Dog has become fully adjusted to its new environment, including the **supervision of the Dog around any children or other pets** and Adopter has had an opportunity to become familiar with the Dog’s unique personality. Adopter assumes full responsibility for the conduct of this Dog, and for any damage to persons or property. Owner makes no explicit or implicit guarantees in reference to the health and/or temperament of the Dog other than as described in this paragraph. The Dog is adopted “as is” and the Adopter assumes all responsibility for treatment of any and all existing conditions or any other physical, medical or temperament changes that may occur in the future. Copies of all veterinary records regarding the Dog have been supplied to Adopter. Owner and WinterPaws cannot guarantee the health of any animal and shall not be held responsible for any medical expenses which may be incurred, hereby expressly excluding any implied or express warranties of merchantability or fitness for any particular purpose, including, without limitation, any warranties regarding health, temperament or whether the animal is housebroken. If, within fifteen (15) days the Adopter determines that the Dog is unsuitable to Adopter’s family for any reason, Adopter may return the Dog to WinterPaws pursuant to paragraph 5 of this Agreement. There are no refunds of any adoption fees.

**3. Veterinary Care.** After adoption, the Dog’s health is the Adopter’s full responsibility. Adopter agrees to take the Dog to a veterinarian within thirty (30) days to verify its health status and to obtain heartworm preventative and flea/tick preventative medication. The Dog will receive proper care by a licensed veterinarian throughout its entire life, including exams, all rabies and DHLPP shots, as well as all other preventative and required treatments in accordance with veterinary recommendations for the life of the Dog. Adopter will arrange for immediate veterinary care in the event of illness or injury. Adopter will notify WinterPaws of the name and telephone number of the veterinarian when one is selected.

**BREEDING OF THIS PET IS STRICTLY FORBIDDEN.** If this Dog is not already spayed or neutered, Adopter agrees to do so within thirty (30) days of the date of this Agreement and to send a copy of the spay/neuter certificate to Owner within ten (10) days of completion.

This Dog is already altered and the above provision does not apply.

This Dog needs to be spayed/neutered.

**Adopter understands that this is a requirement and not an option.** Owner will follow up with Adopter if written proof of spaying/neutering this Dog is not received within thirty (30) days of adopting this Dog. If this provision is not met, Adopter understands that such will constitute a material breach of this Agreement. In the case of this breach, Owner and/or WinterPaws expressly reserves the right to take possession of the Dog immediately and without notice and without court order. **At Owner's or WinterPaws' option,** Owner or WinterPaws may spay/neuter the Dog and return the Dog to Adopter upon reimbursement of the cost of the spay/neuter. Adopter understands further that if Owner or Winterpaws must reclaim the Dog due to a breach of this provision, that this will result in the forfeiture of all fees and expenses incurred by Adopter for the Dog, including adoption fees, medical expenses, food and supply expenses.

**4. Collar-Licensing-Tags.** Adopter will legally license the Dog according to all State, County and City ordinances and will do so within thirty (30) days of the adoption. Adopter agrees this Dog will not wear a pinch, cleat or choke collar or any similar article, **by itself** around the dog's neck. Adopter will keep the Dog clearly identified and at all times with a soft cloth, leather, or canvas collar holding its rabies and license tag (if required by law), and identification tag. Adopter agrees to adhere to all leash laws wherever the Dog is domiciled.

**5. Transfer of Ownership.** The Owner hereby declares that he/she is the current legal owner of the Dog described above and that there are no other persons who may claim ownership of the Dog and that he/she is authorized to enter into this Agreement. Upon the execution of this Agreement, the ownership and responsibility for this Dog belongs solely to Adopter. However, if Adopter determines that Adopter can no longer keep this Dog or provide it with good care, including food, shelter or veterinary care, **Adopter SHALL contact WinterPaws Arctic Breed Rescue and give possession of the Dog to WinterPaws who will first contact the Owner and either return the Dog to the Owner, or take full ownership and possession of the Dog with Owner's agreement.** The Dog shall NOT be sold, abandoned, given to, or adopted to anyone else, nor shall there be any transfer of ownership to any firm, corporation, or organization of other homeless animals, such as another rescue facility, or animal shelter by Adopter without express permission from WinterPaws. Adopter will inform WinterPaws if the Dog has any behavioral or medical conditions, which make finding another home unadvisable. If Adopter has to return the Dog to WinterPaws and transportation is unavailable to Adopter, WinterPaws will provide transportation for the Dog.

**6. Further Contact.** Adopter understands that WinterPaws may contact him/her for further verification of the Dog's welfare, but not unreasonably and will not make a nuisance nor will it harass Adopter. Adopter will cooperate by providing whatever information is requested and Adopter will permit WinterPaws to visit the home at a reasonable time if requested. Adopter will keep WinterPaws informed of any changes of address, email address or telephone number so that Adopter can be contacted for the life of the Dog. If the Dog becomes lost, adopter will notify WinterPaws immediately and WinterPaws will assist Adopter in taking steps to locate and reacquire the lost Dog.

Adopter  authorizes  does not authorize WinterPaws to disclose Adopter's telephone number and address to the previous Owner of the Dog.

**7. Remedies.** Owner has provided the best information it can about the Dog, and Adopter accepts responsibility for the Dog based on the information available and provided at the time of this Agreement. Adopter does not hold WinterPaws responsible for errors in the information provided about this Dog. The Release Statement below releases WinterPaws from any and all liabilities with respect to this Dog's behavior, actions, health or performance. Adopter therefore forfeits any right to sue. Adopter understands that in the event he/she gives false information or does not follow the terms of this Agreement, that such event constitutes a breach of this Agreement. WinterPaws shall give written notice to the Adopter of the breach at Adopter's last known address. If Adopter does not correct the breach within five (5) days, Owner may reclaim the Dog and take immediate possession of the Dog without further notice to Adopter or court order. In the case of statutory abuse and/or neglect of the Dog, Adopter may be reported to the appropriate authorities who may, in turn begin legal proceedings against Adopter.

**8. Complete Agreement.** This Agreement contains the entire agreement between Adopter, Owner and WinterPaws and supersedes all prior agreements or understandings between them on the subject matters of this Agreement. No change or waiver of any part of this Agreement will be valid unless in writing and signed by both Adopter, Winterpaws and Owner.

**9. Severability.** Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remaining parts, terms and provisions shall continue to be valid, legal and enforceable, and will be performed and enforced to the fullest extent permitted by law.

**10. Governing Laws.** This agreement shall be construed under the laws of, and enforced only in the courts of, the State of Missouri. In signing this agreement, the signer or signers of this document agree to its terms and shall reimburse to Owner the reasonable legal fees and costs associated with any legal action necessary to enforce this agreement.

### ***RELEASE STATEMENT***

Adopter(s) of the Dog identified in the Preamble of this Agreement, agree, understand and promises to forever release, discharge, indemnify and hold harmless WinterPaws Arctic Breed Rescue, or any of its agents or representatives, board members, or any other person associated with this rescue, their heirs, administrators, executors, successors and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action arising out of bodily injuries, mental anguish or property damage or any other occurrence from the present time on, caused by the adoption of this Dog. This includes any and all loss, damage, fees and expenses (including legal or medical fees) by reason of liability imposed by law upon WinterPaws or any of its agents or representatives, heirs, administrators, executors, successors and assigns because of bodily injuries or death to any person(s), or animal, including the adoptive owners, or any damage to property arising out of or in consequence of the placement of this Dog, howsoever such injuries, death or damage to property may be caused, whether or not the same may have been caused by, or may be alleged to have been caused by, negligence of WinterPaws or any of its directors, officers, agents or representatives, or any other person connected with WinterPaws. Adopter(s), the undersigned, assumes sole responsibility for all manner of actions and causes of actions, suits, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever arising out of possession and/or the placement of this animal. Adopter also understands that this organization will not be responsible for any medical care or costs thereof required for this animal from this day forth. All expenses resulting in any injury or illness and all care will be Adopter's sole responsibility. In addition, Adopter

hereby agree that WinterPaws, its directors, officers, agents or representatives, or any other person connected with WinterPaws will not and cannot be held responsible for the conduct, behavior, health or disposition of this animal. Adopter shall assume all responsibility for damages, suits, debts and actions that arise from ownership of this animal. Adopter(s) realizes that Adopter(s) hereby give up any right to take any legal action whatsoever against WinterPaws, its directors, officers, agents or representatives. Unconfirmed and unverifiable information has been voluntarily provided to WinterPaws by Owner, if known, but WinterPaws has undertaken no investigation with regard to the history of the animal other than given by the Owner and Owner's veterinarian. WinterPaws, makes neither warranty nor guarantee, expressed or implied, as to the physical, medical, mental or behavioral condition of this animal, its background or its suitability or compatibility. Adopter(s) therefore hereby releases WinterPaws, its directors, officers, agents, representatives, successors and assigns, from any and all responsibility with regard to this adoption, which Adopter(s) undertake voluntarily and with full knowledge of the above release and its implications.

Adopter has read, understood and acknowledged this Release Statement. \_\_\_\_\_

**ADOPTER:**

\_\_\_\_\_  
Primary Adopter's Signature  
Printed Name \_\_\_\_\_

\_\_\_\_\_  
Secondary Adopter's Signature  
Printed Name \_\_\_\_\_

**OWNER:**

\_\_\_\_\_  
Primary Owner's Signature  
Printed Name \_\_\_\_\_

\_\_\_\_\_  
Secondary Owner's Signature  
Printed Name \_\_\_\_\_

**WINTERPAWS ARCTIC BREED RESCUE**

By \_\_\_\_\_

Title \_\_\_\_\_